

FIXED PRICE SUBCONTRACT**NO. XXX**

The Regents of the University of California
Lawrence Berkeley National Laboratory
One Cyclotron Road
Berkeley, CA 94720

Subcontractor:**[Name]**

Attention: _____

[Address]**[City, State, Zip]**

Phone: _____ Fax: _____

E-Mail: _____

University Procurement Representative:

Name: Lynn E. Rippe

Title: Subcontracts Manager

Phone: (254) 939-5514

Fax: (254) 939-5515

E-Mail: lerippe@lbl.gov

Introduction

This is a fixed price subcontract (hereinafter "Subcontract") for designing and implementing new websites for the National Energy Research Scientific Computing (NERSC) Center and the Energy Sciences Network (ESnet), as further described herein.

This Subcontract is between The Regents of the University of California, (hereinafter "University") and the party identified above as the "Subcontractor".

This Subcontract is issued under Prime Contract No. DE-AC02-05CH11231 between the University and the United States Government (hereinafter "Government"), represented by the Department of Energy (hereinafter "DOE") for the management and operation of the Lawrence Berkeley National Laboratory (hereinafter "LBNL") and the performance of certain research and development work.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and the documents referenced or incorporated therein, which together with this Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

[SUBCONTRACTOR'S NAME]**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF ARTICLES

ARTICLE 1 – SCOPE OF WORK

- A. The Subcontractor shall perform the tasks for designing and implementing new websites for the National Energy Research Scientific Computing (NERSC) Center and the Energy Sciences Network (ESnet). The work is more specifically described in the incorporated ____.
- B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by the University. The Subcontractor shall deliver the materials, products, supplies, and reports, as specified herein. The materials, supplies, equipment, tools, and other incidental items furnished or used by the Subcontractor shall meet nationally recognized safety standards or have been tested and found safe for use.
- C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at _____, at _____, at LBNL, and at other locations approved by the University.
- D. Acceptance of the work under this Subcontract shall be based on the Subcontractor's performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.

ARTICLE 2 – PERIOD OF PERFORMANCE

The work described in the Statement of Work shall be completed on or before _____.

ARTICLE 3 – PRICE AND PAYMENT

- A. Fixed Price
 - 1. The Subcontractor shall perform this Subcontract for the total fixed price of \$_____.
 - 2. Items furnished hereunder are for resale, per the University's California State Resale Permit No. SR-CH 21-835970, and the University shall not be charged for, and the payments hereunder shall not include, any California or other State sales or use tax.
- B. Invoices
 - 1. The Subcontractor shall email its invoice upon completion of the work directly to the LBNL Accounts Payable Office at APInvoice@lbl.gov. The invoices shall identify the subcontract number of this Subcontract.
 - 2. If unable to submit its invoices by email, the Subcontractor may submit its invoices to the following address:

Lawrence Berkeley National Laboratory
Accounts Payable Office, Subcontract No. XXX
One Cyclotron Road, MS 90J-0106
Berkeley, CA 94720

3. Only those items/services identified in this Subcontract or authorized/approved Subcontract modifications will be considered for payment.
- C. Payment Terms. The terms of payment shall be _____ days after receipt of a proper invoice. Payment amounts shall be less any applicable adjustments, credits, offsets, or tax withholds. Payment on an invoice shall not constitute final acceptance of the related performance. Payment will not be authorized by the University, except as otherwise provided under this Subcontract until acceptance has been authorized in accordance with the provisions herein.
- D. Pricing of Adjustments. If costs are a factor in determining a price adjustment pursuant to a change to this Subcontract, such costs shall be consistent with FAR Subpart 31.2, *Contracts with Commercial Organizations*, (48 CFR 31.2) and DEAR Subpart 931.2 (48 CFR 931.2) in effect as of the date of award of this Subcontract. The University reserves the right to review the Subcontractor's records to verify that such price adjustments conform to these requirements.

ARTICLE 4 – SUBCONTRACT ADMINISTRATION

- A. The University Procurement Representative for this Subcontract is the person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the work. The Subcontractor shall submit all documents, notices, and requests for approval required by this Subcontract to the University Procurement Representative at the email address indicated on the signature page or at the following mail address:

Lawrence Berkeley National Laboratory
One Cyclotron Rd., Mail Stop 943-256
Berkeley, CA 94720

Any notices and approvals required by this Subcontract from the University to the Subcontractor shall be issued by the University Procurement Representative.

- B. The University Technical Representatives for this Subcontract are Shreyas Cholia and Katie Antypas. The Technical Representatives are the persons designated to monitor the work and to interpret and clarify the technical requirements of the work. The Technical Representatives are not authorized to make changes to the work or to modify this Subcontract.

ARTICLE 5– REPORTS

- A. Type of Reports

The Subcontractor shall prepare and submit the following reports to the University:

1. Monthly Progress Reports. Monthly progress reports shall be submitted by the fifth business day of each month. The progress reports may be informal letter summaries in a format approved by the University representatives. These reports shall contain a description of work performed during the report period and the work planned for the succeeding period

2. Final Report. A final report shall be submitted upon completion of the work and contain a comprehensive summary of all work results and conclusions. The form and content of the final report shall be acceptable to the University Technical Representative. If so requested, a draft copy of the Report shall be provided to the University Technical Representative for review prior to final submittal.

- B. Submittal. Reports shall be separately submitted to the following recipients at the following email or mailing address:

Lawrence Berkeley National Laboratory
Attention: [Intended Recipient; see below]
One Cyclotron Rd., Mail Stop [see below]
Berkeley, CA 94720

<u>Type Report</u>	<u>No. of Copies</u>	<u>Recipient</u>	<u>Mail Stop</u>	<u>Email</u>
Progress	1	Shreyas Cholia		SCholia@lbl.gov
Progress	1	Katie Antypas		KAntypas@lbl.gov
Progress	1	Lynn Rippe		lerippe@lbl.gov
Final	3	Lynn Rippe		lerippe@lbl.gov

With the exception of an authorized representative of DOE and those indicated above, the Subcontractor shall not distribute reports of work under this Subcontract to any individual or organization without the prior written approval of the University Procurement Representative.

- C. Interim Reports. It is understood that there will be other information exchanged between the parties from time to time. The data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

ARTICLE 6 –KEY PERSONNEL

It is understood and agreed that the Subcontractor's key personnel designated below are considered to be essential to the work being performed hereunder and shall not be reassigned or replaced without prior University approval, except where such circumstances are beyond the reasonable control of the Subcontractor. The Subcontractor shall notify the University Procurement Representative reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract.

NAME

TITLE

ARTICLE 7–LBNL SITE ACCESS REQUIREMENTS

All Subcontractor and lower-tier subcontractor employees requiring access to LBNL DOE-affiliated sites are subject to DOE restrictions. The Subcontractor shall not assign foreign national employees to work at LBNL DOE-affiliated sites who were born in, are citizens of, are employed by, or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism without prior written approval from DOE Headquarters. Requests

for access must be submitted to LBNL at least 180 days in advance to allow time for approval from the DOE. See <http://www.lbl.gov/ufva> for a list of terrorist-sponsoring countries.

LBNL is also required by DOE to document all foreign national employees who were born in, are citizens of, or are employed by a government, employer, institution or organization, of a sensitive country who require access to LBNL DOE-affiliated sites for 30 days or more (assignees). Such employees must identify themselves upon entry to any LBNL site. See <http://www.lbl.gov/ufva> for a list of sensitive countries and subcontractor requirements.

ARTICLE 8 – APPROVAL OF TECHNICAL DATA

If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.

Unless otherwise specified, the University requires a period of 10 working days from date of receipt to review and approve the data. If the University does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.

If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

ARTICLE 9 – ACCESS TO LBNL COMPUTER AND NETWORK RESOURCES

- A. Access to LBNL computer and network resources by Subcontractor personnel shall be in accordance with, and is subject to, the LBNL security policies and procedures, including, but not limited, to the policies found at <http://www.lbl.gov/ITSD/Security/guidelines/>. These policies and procedures are applicable, whether such access is at LBNL, at the Subcontractor's facility, or elsewhere. If the Subcontractor does not comply with these requirements, the University may withdraw Subcontractor's access to LBNL resources. Misuse of LBNL resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.
- B. Access to LBNL resources by Subcontractor personnel is only permitted as required to perform the work authorized under this Subcontract. All information or data furnished by the University, obtained from a LBNL computer, or developed on a LBNL resource by Subcontractor personnel must be protected by the Subcontractor to prevent disclosure to any person other than those authorized by the University. Files which are not designated for access by Subcontractor personnel may not be accessed without specific permission from the University. The University reserves the right to monitor the use of LBNL computer resources by all appropriate means.
- C. Computer and network passwords issued to Subcontractor personnel for access to the LBNL resources must not be shared and must be protected by Subcontractor personnel to prevent

disclosure to any other persons. If a password is disclosed, or disclosure is suspected, the Subcontractor must immediately notify the University Technical Representative and arrange for replacement of the password.

ARTICLE 10 - ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible by any agency of the Federal Government for the award of contracts (including subcontracts).

ARTICLE 11 – INCORPORATED DOCUMENTS

The following documents are hereby incorporated as a part of this Subcontract, and are attached hereto:

- General Provisions for Commercial Supplies & Services, dated 3/10/09

ARTICLE 12 – GENERAL PROVISIONS

- A. The clauses listed in the referenced General Provisions shall be applicable to this Subcontract, based on the value of the Subcontract, the status of the Subcontractor, or the nature and location of the work, as indicated in the General Provisions.

(END OF SCHEDULE OF ARTICLES)